

# **EXHIBIT 9**

**REASONS FOR THE EMPLOYEE PATENT AND  
CONFIDENTIAL INFORMATION AGREEMENT**

---

**THIS AGREEMENT IS A CONDITION OF EMPLOYMENT FOR ALL ONEIDA LTD. EMPLOYEES.**

**THE COMPANY WILL FREQUENTLY HAVE NO OBJECTION TO THE USE OF SUCH INFORMATION, BUT EXPECTS THE EMPLOYEE OR PAST EMPLOYEE TO OBTAIN WRITTEN PERMISSION IN EACH CASE.**

**AT THE TIME OF SIGNING THE ATTACHED AGREEMENT, YOU ARE ASKED TO CALL ATTENTION TO ANY PRIOR OBLIGATIONS OR AGREEMENTS WHICH MAY BE IN CONFLICT WITH THE OBLIGATIONS YOU ARE HEREBY UNDERTAKING TOWARD THE COMPANY.**

**EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT**

**IN CONSIDERATION OF MY EMPLOYMENT WITH ONEIDA LTD. (THE "COMPANY") AND OF THE SALARY OR WAGES PAID FOR MY SERVICES IN THE COURSE OF SUCH EMPLOYMENT, I AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

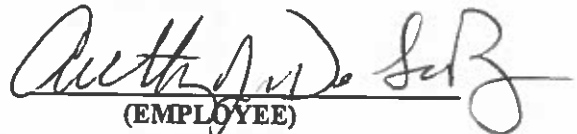
**A. THAT I WILL COMMUNICATE TO THE COMPANY ALL DESIGNS OR INVENTIONS THAT ARE GERMANE TO THE BUSINESS OF THE COMPANY, MADE OR CONCEIVED BY ME, EITHER SOLELY OR JOINTLY WITH OTHERS, DURING THE PERIOD OF MY EMPLOYMENT.**

**B. THAT I WILL ASSIST THE COMPANY AND ITS NOMINEES IN EVERY PROPER WAY, BUT AT THE COMPANY'S EXPENSE, TO OBTAIN PATENTS FOR SUCH DESIGNS, INVENTIONS OR IMPROVEMENTS IN ANY AND IN ALL COUNTRIES AND TO THAT END I WILL EXECUTE ALL DOCUMENTS FOR USE IN APPLYING FOR AND OBTAINING SUCH PATENTS THEREON AS THE COMPANY MAY DESIRE, TOGETHER WITH ANY ASSIGNMENTS THEREOF TO THE COMPANY OR ITS NOMINEES.**

**C. THAT ANY DESIGNS OR INVENTIONS RELATING TO THE BUSINESS OF THE COMPANY THAT MAY RESULT, IN WHOLE OR IN PART, FROM MY EFFORTS WHILE IN THE EMPLOY OF THE COMPANY SHALL BE AND REMAIN THE SOLE PROPERTY OF THE COMPANY OR ITS NOMINEES, WHETHER OF PATENTABLE NATURE OR NOT.**

**D. THAT I WILL NOT DISCLOSE AT ANY TIME (EXCEPT AS MY COMPANY DUTIES MAY REQUIRE) EITHER DURING OR SUBSEQUENT TO MY EMPLOYMENT, ANY INFORMATION, KNOWLEDGE OR DATA OF THE COMPANY I MAY RECEIVE OR DEVELOP DURING THE COURSE OF MY EMPLOYMENT RELATING TO FORMULAS, BUSINESS PROCESSES, METHODS, MACHINES, MANUFACTURERS, COMPOSITIONS, INVENTIONS, DESIGNS, DISCOVERIES OR OTHER MATTERS CONCERNING THE COMPANY'S TRADE SECRETS, EXCEPT AS THE COMPANY MAY OTHERWISE CONSENT IN WRITING.**

**E. THAT UPON CESSATION OF MY EMPLOYMENT WITH THE COMPANY, I WILL DELIVER TO THE COMPANY ALL RECORDS OF ANY NATURE PERTAINING TO MY WORK.**

  
(EMPLOYEE)

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**REASONS FOR THE EMPLOYEE PATENT AND  
CONFIDENTIAL INFORMATION AGREEMENT**

---

**THIS AGREEMENT IS A CONDITION OF EMPLOYMENT FOR ALL ONEIDA LTD. EMPLOYEES.**

**THE COMPANY WILL FREQUENTLY HAVE NO OBJECTION TO THE USE OF SUCH INFORMATION, BUT EXPECTS THE EMPLOYEE OR PAST EMPLOYEE TO OBTAIN WRITTEN PERMISSION IN EACH CASE.**

**AT THE TIME OF SIGNING THE ATTACHED AGREEMENT, YOU ARE ASKED TO CALL ATTENTION TO ANY PRIOR OBLIGATIONS OR AGREEMENTS WHICH MAY BE IN CONFLICT WITH THE OBLIGATIONS YOU ARE HEREBY UNDERTAKING TOWARD THE COMPANY.**

**EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT**

IN CONSIDERATION OF MY EMPLOYMENT WITH ONEIDA LTD. (THE "COMPANY") AND OF THE SALARY OR WAGES PAID FOR MY SERVICES IN THE COURSE OF SUCH EMPLOYMENT, I AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. THAT I WILL COMMUNICATE TO THE COMPANY ALL DESIGNS OR INVENTIONS THAT ARE GERMANE TO THE BUSINESS OF THE COMPANY, MADE OR CONCEIVED BY ME, EITHER SOLELY OR JOINTLY WITH OTHERS, DURING THE PERIOD OF MY EMPLOYMENT.

B. THAT I WILL ASSIST THE COMPANY AND ITS NOMINEES IN EVERY PROPER WAY, BUT AT THE COMPANY'S EXPENSE, TO OBTAIN PATENTS FOR SUCH DESIGNS, INVENTIONS OR IMPROVEMENTS IN ANY AND IN ALL COUNTRIES AND TO THAT END I WILL EXECUTE ALL DOCUMENTS FOR USE IN APPLYING FOR AND OBTAINING SUCH PATENTS THEREON AS THE COMPANY MAY DESIRE, TOGETHER WITH ANY ASSIGNMENTS THEREOF TO THE COMPANY OR ITS NOMINEES.

C. THAT ANY DESIGNS OR INVENTIONS RELATING TO THE BUSINESS OF THE COMPANY THAT MAY RESULT, IN WHOLE OR IN PART, FROM MY EFFORTS WHILE IN THE EMPLOY OF THE COMPANY SHALL BE AND REMAIN THE SOLE PROPERTY OF THE COMPANY OR ITS NOMINEES, WHETHER OF PATENTABLE NATURE OR NOT.

D. THAT I WILL NOT DISCLOSE AT ANY TIME (EXCEPT AS MY COMPANY DUTIES MAY REQUIRE) EITHER DURING OR SUBSEQUENT TO MY EMPLOYMENT, ANY INFORMATION, KNOWLEDGE OR DATA OF THE COMPANY I MAY RECEIVE OR DEVELOP DURING THE COURSE OF MY EMPLOYMENT RELATING TO FORMULAS, BUSINESS PROCESSES, METHODS, MACHINES, MANUFACTURERS, COMPOSITIONS, INVENTIONS, DESIGNS, DISCOVERIES OR OTHER MATTERS CONCERNING THE COMPANY'S TRADE SECRETS, EXCEPT AS THE COMPANY MAY OTHERWISE CONSENT IN WRITING.

E. THAT UPON CESSATION OF MY EMPLOYMENT WITH THE COMPANY, I WILL DELIVER TO THE COMPANY ALL RECORDS OF ANY NATURE PERTAINING TO MY WORK.

  
(EMPLOYEE)

WITNESS: Deborah Gonzalez

DATE: 1/23/97